

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
165 MITCHELL BUILDING
PO BOX 200135
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529

SPB#00-05B HEWLETT PACKARD PERSONAL COMPUTERS AND INTEL-CLASS SERVERS

This is an exclusive contract

CONTRACT PERIOD	FROM	January 1, 2004	CONTRACT YEAR	NEW ()
	TO	December 31, 2004		RENEW (X) 2 nd Renewal, 5 th Year
VENDOR ADDRESS	Corporate Technology Group 910 Brooks Missoula MT 59801		ORDER ADDRESS	Internet order address http://gem.compaq.com/gemstore/Sites/montana/index.html
ATTN:	Darrell Lively		ATTN:	
PHONE:	406-443-3200		PHONE:	
FAX:	406-443-1212		FAX:	

PRICES Per contract Section 19.3

DELIVERY 30 Days A.R.O.

F.O.B. Destination

TERMS Net 30 Days

REMARKS:

This term contract is an exclusive use contract for personal computers and Intel-class servers, meaning State agencies (with the exception of the Montana University System and the Office of Public Instruction) must purchase from it. Laptops, accessories, supplies, and services may be purchased from this contract at the option of the State.

Prices, product specifications, and order status is available at the following internet site:

<http://gem.compaq.com/gemstore/Sites/montana/index.html>

Sales support is available from Compaq Computer Corporation at 888-202-4682 or from Computer Technology Group, Darrell Lively, at (406) 443-3200.

BRAD SANDERS, Contracts Officer

AUTHORIZED SIGNATURE/DATE

REVISED 5/99

December 9, 2002

State of Montana
ATTN: Brad Sanders
Mitchell Building, Room 165
Helena, MT 59620-0135

Re: Contract Number SPB#00-05B

Dear Sir or Madam:

Compaq Computer Corporation ("Compaq") currently holds the contract(s) listed above with your agency. As of May 3, 2002, Compaq Computer Corporation underwent a change of control and became a wholly owned subsidiary of the Hewlett-Packard Company ("HP"). We expect that effective on or about December 31, 2002, Compaq's operations will be merged into HP and Compaq will no longer operate as a standalone subsidiary.

As a result of this merger, all legal rights, obligations, and contracts will be transferred to Hewlett-Packard Company. The transfer of your contract(s) will occur automatically upon the merger, and all agreements will be fulfilled without interruption. This change will not affect the products or services that you currently receive under your current agreement(s), nor will it affect pricing or other terms.

Accordingly, please prepare to change the above contract(s), and any other contracts between Compaq Computer Corporation and your agency to reflect a change of name to Hewlett-Packard Company and change the federal tax identification number to 94-1081436, effective December 31, 2002.

Please feel free to contact us at 800-837-3390 if you have questions or require additional information with respect to this change. This number is set up to accept voicemail messages. Please leave your name and phone number and someone from our Contracts organization will get in touch with you promptly.

We look forward to continuing to work together to address any issues that may arise during this merger integration period.

Sincerely,

Ronald L Smith
Manager, Public Sector Contracts

STATE OF MONTANA - TERM CONTRACT

Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the State Procurement Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Personal Computers and Intel-Class Servers

Term Contract SPB#00-05B

Compaq Computer Corporation

1. Parties

This term contract is entered into by and between the Department of Administration of the State of Montana, (hereinafter referred to as the "Department"), whose address and telephone number are:

Department of Administration
Information Technology Services Division
P.O. Box 200113
Helena, MT 59620
406-444-2700

and "Compaq Computer Corporation" (hereinafter referred to as "Contractor"), whose Federal ID Number, address and telephone number are:

76-0011617
20555 SH 249
Houston, TX 77070-2698
281-370-0670

2. Responsible Parties

The Contractor, in agreement with the Department, names ComputerLand of Western Montana as the Reseller of Record for this contract. The Department maintains the right to alter the Reseller of Record for good cause without affecting the contractual relationship with the Contractor. Attachment A of this contract contains the terms and conditions of the Reseller of Record and will be amended if the Reseller of Record is changed.

3. Effective Date, Duration and Renewal

3.1 This term contract shall take effect on January 1, 2004. This term contract shall terminate on December 31, 2004 unless terminated earlier in accordance with the terms of this contract.

3.2 This term contract may be renewed by the Department for seven (7) one-year periods. In no case may this contract run longer than ten (10) years. Reference: 18-4-313, MCA.

4. Ordering Procedure

4.1 The State may place orders by telephone, Internet or in writing; telephone orders must be confirmed in writing. An order (including any order placed under a quotation issued by Contractor) is subject to acceptance by Contractor. The State may change or cancel an order, or any part of it, at any time up until the Contractor begins manufacture of the affected products. This contract does not limit the ordering options to those listed. All ordering procedures in this section are subject to change by either party.

4.2 To order on the Internet, go to <http://www.compaq.com/state/montana>. Orders may be placed on this page and may be paid for by purchase order or procurement card.

4.3 To order by telephone, call the State and Local Government Sales number at 1-888-202-GOV2. All telephone orders must be followed by written confirmation. The confirmation may be faxed to 1-800-825-2329, or sent to:

Compaq Computer Corporation
GEM Sales
P.O. Box 692025 – MC 590303
Houston, TX 77269-2025

5. Delivery Schedule

- 5.1 All ordered products are to be delivered within thirty (30) days from the date of receipt of an order. Failure to meet the thirty (30) day delivery schedule may result in cancellation of the order and/or this contract.
- 5.2 If the Contractor is unable to meet the maximum delivery schedule of thirty (30) days, the ordering agency must be notified and an alternate delivery schedule may be mutually agreed upon.
- 5.3 Agencies requesting an alternate, expedited delivery schedule must be contacted if the alternate schedule cannot be met. If an alternative delivery schedule cannot be negotiated, the State reserves the right to cancel the order.
- 5.4 Shipments shall all be FOB destination.

6. Consideration/Payments

- 6.1 In consideration for the products and services to be provided, the ordering agency will pay within thirty (30) days of receipt of a properly executed invoice. The Contractor will bill each agency directly for products and services provided.
- 6.2 The Department or ordering agencies may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract.

7. Warranties

The Contractor warrants that products offered through this term contract will conform to the specifications requested, be fit and sufficient for the purpose manufactured, be of good material and workmanship and free from defect. Products offered must be new and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Products received must be undamaged and in working order. Any products not meeting the above requirements may be returned to the supplier at their expense and a full refund given to the State. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Any exceptions to the specifications must be clearly indicated. Exceptions may be rejected.

8. Service Warranty

The Contractor warrants that service will be provided in a workmanlike manner by qualified technicians in accordance with the service description applicable at the time of the order. All repairs are warranted for at least ninety (90) days from date of repair.

9. Returns

Any product offered through this term contract can be returned for any reason to the supplier within thirty (30) days of receipt by the State with no penalties. Returns within this thirty (30) day period will include all original packing materials, including all items and accessories in the original box. The State will be responsible for any return shipping charges, but will not be charged any additional fees and is entitled to a full refund of the purchase price.

10. Scope, Amendment, and Interpretation

10.1 This term contract consists of 16 numbered pages, RFP #9973-B and its three addenda, the Contractor's response as amended including the clarification question responses, and negotiations. In the case of dispute or ambiguity, the order of precedence of document interpretation is in that same order.

10.2 These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties. Mutually agreeable changes may be made to this contract provided that the terms of this contract:

10.2.1 Do not materially change the Contractor's obligations to the State as expressed in the Contractor's accepted offer (RFP response).

10.2.2 Do not violate the Constitution, Laws, or Rules of Montana.

10.2.3 Do not impose onerous obligations or conditions that materially change the value of the product or services to be provided to the Department.

10.2.4 Do not contravene the mandatory requirements of the RFP.

11. Exclusive Term Contract

This term contract is an exclusive use multi-vendor contract for personal computers and Intel-class servers, meaning State agencies (with the exception of the Montana University System and the Office of Public Instruction) must purchase from it. Laptops, accessories, supplies, and services may be purchased from this contract at the option of the State.

12. Contract Management Liaison

This term contract is managed by the Information Services Division of the Department of Administration for the State of Montana in accordance with 2-17-501, MCA. Contract management inquiries and problems should be addressed to:

Computing Policy and Development Section
Information Technology Services Division
P.O. Box 200113
Helena, MT 59620-0113
Telephone: 406-444-2700
FAX: 406-444-2701

13. Contractor Liaison

The Contractor shall have an Account Executive in place for the duration of this term contract. The Account Executive is the liaison to the Contract Management Liaison and will assume responsibility for the coordination of all products and services under this contract. The Account Executive will meet with the Contract Management Liaison, agency project manager, agency procurement manager, and/or others as necessary to resolve any conflicts or disagreements under this contract. If the Account Executive changes, the State must be notified immediately. The State reserves the right to require the Contractor to change the State's Account Executive, or any representative serving the State, if in the opinion of the State the current Account Executive, or representative, is not adequately meeting the needs of the State.

Account Executive as of January 1, 2000:

Jeff Thornton
Compaq Computer Corporation
855 E. Old Farm Rd.
Fruit Heights, UT 84037-3602
801-547-9747

14. Reporting Requirements

The Account Executive will provide contract status reports to the Contract Management Liaison on a quarterly basis in accordance with the schedule (Table 1) below. The State has the right to request a report outside of the normal reporting period and the Contractor has up to three (3) working days from the date of the request to comply. The quarterly report will have the data broken up into monthly purchases. The quarterly reports will include: purchasing agency, date of purchase, quantity purchased, items purchased and cost of purchase. The State does not foresee needing information other than that stated, but reserves the right to make additional requests.

Table 1
Schedule of Due Dates for Quarterly Status
Reports

Report Period End	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

15. Headings

The heading or captions of the sections and subsections of this term contract are inserted for convenience only, shall not be deemed to be part of this term contract, and in no way define, limit, extend or describe the scope of intent of any provisions hereof.

16. Access and Retention of Records

- 16.1 Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance.
- 16.2 Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

17. Addition/Deletion Procedure

- 17.1 The Contractor may add new products, new product lines, or upgrades to existing term contract equipment for addition to this contract by notifying the Contract Management Liaison. Any products offered through this term contract are subject to all terms of this contract. The procedure to be used to add or delete products for this contract, and thereby requesting a contract modification, are as follows.
- 17.2 Contractor will notify the Contract Management Liaison of product additions and deletions to the National Education Pricelist as they are announced. The Compaq Data Marshall will send notification to the Contract Management Liaison via email.
- 17.3 The Product Requirements Section of this term contract, Section 21, applies to all products added to this term contract. The Department reserves the right to remove any products from this term contract at any time. The Contractor agrees to immediately remove any product from this term contract upon notification from the Contract Management Liaison.
- 17.4 Support and replacement parts of discontinued products must be available for three (3) years after a product is officially deleted from this contract.

18. Price Reductions

Price reductions will be accepted throughout the term of this contract. The Contractor shall reduce the contract price of any product initially provided or added by at least the same percentage as any permanent manufacturer's retail price reduction within ten (10) working days of the reduction. The intent of this requirement is to insure that the State maintains a competitive price relative to the market price throughout the term of this contract and thereby insure utilization of this agreement for the benefit of both the State and the Contractor. If contract prices do not remain competitive with the market for the products and services provided through this term contract, the Department may elect to terminate this contract. The State may take advantage of any temporary offers or price reductions offered by Contractor to the general public. However, the State may not combine any such temporary offers or price reductions with the reductions offered under this contract.

19. Price Protection

- 19.1 This term contract provides price protection by establishing the price for products and services as specified in the Contractor response to RFP #9973-B for the term of this contract.

- 19.2 For products and services offered through this term contract, prices will be based as follows.
- 19.3 Prices are based on a percent off of the National Education Price List (NEP) which is updated weekly. The discounting levels vary according to product family and are as follows:

Desktops*	8% off NEP list price
Portables	8% off NEP list price
Workstations	6% off NEP list price
Client Options**	8% off NEP list price
Servers & Server Options***	11% off NEP list price
*excludes Prosignia Products, ValuePaq and Academic Bundles	
**excludes TFT Flat Screen Monitors and Services	
***includes Storage and Network Products	

- 19.4 The Contractor and the Department may renegotiate the discount percentages for any renewals of this term contract. Discount percentages for any products offered through this term contract shall not decrease.
- 19.5 The Contractor agrees that through the term of this initial contract and any renewals the State will be entitled to any price reductions at least equal to any lower rates made available to any other customer of comparable volume.

20. Tax Exemption

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

21. Product Requirements

The Contractor certifies that all products offered through this term contract are fully compatible with the State's computing environment as specified in Section 2 of RFP # 9973-B. Should any product provided through this term contract, or any product added to this term contract, fail to exhibit fully compatible performance, the Contractor will be responsible for assuming all costs associated with taking immediate action to correct, replace, or refund the cost of all non-compliant products. The occurrence of compatibility problems which cannot be resolved quickly and satisfactorily may result in the Department deleting the product from this term contract. The Department shall have the final authority to deem a product compliant or not.

22. Assignment, Transfer and Subcontracting

Contractor may not assign, transfer or subcontract any portion of this term contract without the express written consent of the Department. Reference: 18-4-141, MCA.

23. Choice of Law and Venue

This term contract is governed by the laws of Montana. The parties agree that any litigation concerning this term contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Reference: 18-1-401, MCA.

24. Compliance with Laws

- 24.1 Contractor must comply with all applicable federal and state law including the prevailing wage laws.
- 24.2 Contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.
- 24.3 If one or more provisions of this term contract are deemed to be unlawful or unconstitutional or stricken by a court of law, all valid provisions that are severable from the invalid provisions remain in effect and are valid and binding on the parties. If any provision hereof is in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform with such statute, rule of law, court order, or judgement.

25. Indemnification

The Contractor agrees to indemnify the State, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the Contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the Contractor's negligence.

26. Liquidated Damages

The State of Montana reserves the right to assess liquidated damages in the amount of one half of one percent (1/2 of 1%) per calendar work day on the amount of purchase price for failure to comply with the conditions of the award. This sum may be deducted from supplier payment for failure to deliver/perform when specified. No premium will be awarded to the supplier for delivery/performance in advance of the specified time. Such liquidated damages will apply to the extent that the Contractor is liable or responsible only for any amount of damages up to the amount of the individual purchase order amount paid by the Department or ordering agencies for the purchase of products under the applicable order(s).

27. Patent and Copyright Protection

- 27.1 In the event of any claim by any third party against the Department that the products furnished under this contract infringe upon or violate any patent or copyright, the Department shall promptly notify Contractor. Contractor shall defend such claim, in the Department's name or its own, as appropriate, but at Contractor's expense. Contractor will indemnify the Department against all costs, damages and attorney's fees that a Court finally awards as a result of such claim. If the Department reasonably concludes that its interests are not being properly protected, it may enter any action. However, any settlement by the Department with the party alleging such infringement or violation shall not be binding upon Contractor and the Contractor shall be under no obligation to pay or

indemnify the Department. Further, if principles of governmental or public law are involved, the State of Montana may participate in the defense of any such action at its own expense.

27.2 If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the Department the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the Department shall be prevented by permanent injunction, the Department agrees to return the product at Contractor's request and the Contractor agrees to grant the Department a credit for full cost of the product and any related product provided by Contractor which can no longer be used effectively without the use of the infringing product.

27.3 This Section shall not apply if the infringement, or claim thereof, is based upon the use of products supplied by the Contractor in combination with other software not made or supplied by Contractor (Department or other vendor supplied), or the use of products by the Department with apparatus, data or programs not furnished or supplied by Contractor (Department or other vendor supplied), or products not manufactured or supplied by Contractor (Department or other vendor supplied). This Section will apply to all products offered by Contractor.

28. Independent Contractor

28.1 Contractor is an independent Contractor and neither the Contractor nor its employees are employees of the Department.

28.2 Contractor shall not be compensated for work performed prior to its having provided to the Department a Certificate of Workers' Compensation Insurance or an Independent Contractor's Exemption under 39-71-401, MCA.

29. Insurance

29.1 The Contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property, including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

29.2 The Contractor must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage) to include bodily injury, personal injury, and property damage with combined single limits \$500,000 per claim and \$1,000,000 aggregate per year from an insurer with a Best's Rating of no less than A-.

29.3 This certificate must name the State of Montana as an additional insured under the Contractor's policy including the Contractor's general supervision, products, premises and automobiles used.

29.4 A Certificate of Insurance, indicating compliance with the required coverages, has been filed with the State Procurement Bureau.

30. Workers' Compensation

Contractors are required to maintain Workers' Compensation Insurance or an Independent Contractor's Exemption covering the Contractor and/or employees while performing work for the State of Montana in accordance with 39-71-120/401/405, MCA. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

31. Meetings

The Contractor is required to meet with Department personnel to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the Department. The Contractor will be given a minimum of three (3) full working days notice of meeting date, time, and location. Face to face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings (two (2) consecutive missed or rescheduled meetings), or failure to make a good faith effort to resolve problems, may result in termination of this contract.

32. Notice

Written notice sent by certified mail, return receipt requested, shall be deemed made when received or initially refused by the other party.

33. Termination

33.1 Breach or non-performance of any material contract term shall constitute cause upon which the Department may immediately terminate this contract.

33.2 If the Contractor, or Reseller of Record, fails to perform the work in accordance with the provisions of this term contract, and does not cure or does not correct such failure within a period of thirty (30) days after receipt of the Department's written notice thereof, the Department may, by written notice, terminate the whole or any part of this term contract.

33.3 The Department, at its sole discretion, may terminate or reduce the scope of this term contract if available funding is reduced for any reason. Reference: 18-4-313, MCA.

33.4 The Department may cancel this term contract without cause by giving ninety (90) days written notice.

34. Year 2000 Compliance

The Contractor warrants that all hardware, software, and/or firmware delivered, developed, or licensed, under this term contract, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with other designated products properly exchange data with it. The remedies available to the State under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor, in writing, within

this warranty period or within one year after acceptance, whichever is longer. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this term contract, with respect to defects, other than Year 2000 compliance performance.

35. Force Majeure

Contractor shall be excused from performance, either in its entirety, or delayed in the event performance is delayed due to one of the following causes, or some other similar non-enumerated clause. Examples of excusable causes include (1) acts of God or of the public enemy, (2) acts of the U.S. Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.

36. Execution

The parties, through their authorized agents, have executed this term contract beginning on January 1, 2000.

CONTRACTOR – Compaq Computer Corporation

_____ Signature	_____ Date
_____ Name	
_____ Title	
_____ Address	
_____ City, State, Zip Code	<u>76-0011617</u> Social Security # or Federal Employer ID #

DEPARTMENT OF ADMINISTRATION – Information Services Division

_____ Signature	_____ Date
<u>Anthony J. Herbert</u> Name	
<u>Administrator</u> Title	

Approved as to form and content:

Legal Counsel, Department of
Administration

State Procurement Bureau

Attachment A

COMPAQ RESELLER OF RECORD

For all orders submitted to Contractor under this term contract, the Department names the Compaq Authorized Reseller listed below as "Reseller of Record". No other Reseller may be named on any orders for products purchased through this term contract as long as this Reseller of Record is in effect.

Compaq Authorized Reseller	ComputerLand of Western Montana
Address	800 Kensington Ave.
City/State/Zip	Missoula, MT 59801
Phone	406-329-7660
Federal ID Number	81-0433908

The Reseller of Record will carry out all the duties of a reseller.

The Reseller of Record is bound by the following sections in this term contract:

- Section 2, Responsible Parties
- Section 3, Effective Date, Duration and Renewal
- Section 8, Service Warranty
- Section 10, Scope, Amendment, and Interpretation
- Section 11, Exclusive Term Contract
- Section 16, Access and Retention of Records
- Section 20, Tax Exemption
- Section 22, Assignment, Transfer and Subcontracting
- Section 23, Choice of Law and Venue
- Section 24, Compliance with Laws
- Section 25, Indemnification
- Section 28, Independent Contractor
- Section 29, Insurance
- Section 30, Workers' Compensation
- Section 31, Meetings
- Section 32, Notice
- Section 33, Termination

COMPAQ RESELLER OF RECORD – **ComputerLand of Western Montana**

Signature

Date

Name

Title

Address

City, State, Zip Code

81-0433908

Social Security # or Federal Employer
ID #

DEPARTMENT OF ADMINISTRATION – **Information Services Division**

Signature

Date

Anthony J. Herbert

Name

Administrator

Title